

AMENDMENT NO. _____

TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY INCORPORATED,
MICHIGAN BELL TELEPHONE COMPANY,
NEVADA BELL TELEPHONE COMPANY,
THE OHIO BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY,
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
AND
NEW EDGE NETWORK, INC. d/b/a NEW EDGE NETWORKS

This Amendment under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement"), is dated as of _____, 2001 among Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, and New Edge Network, Inc. d/b/a New Edge Networks (CLEC), shall apply to the states of California, Illinois, Indiana, Michigan, Nevada, Ohio, and Wisconsin.

SBC-13STATE - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) listed above doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

The Interconnection Agreement ("the Agreement") by and between **SBC-13STATE** and CLEC is hereby amended as follows:

- (1) Appendix HFPL – High Frequency Portion of the Loop is hereby added to the Agreement and is attached hereto in its entirety as Attachment A.
- (2) Appendix DSL - Section 4, paragraph 4.1.6, Line Splitting language is hereby added to the Agreement and as follows:

4.1.6 CLEC may provide voice and data services over the same loop by engaging in "line splitting" as set forth in paragraph 323-29 of the FCC's Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, **SBC-12STATE** shall not be required to provide low frequency voice service to CLEC "A" and high frequency data service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those

parties and shall not utilize the HFPL product, as defined in this Appendix, or any **SBC-12STATE** splitters. CLEC shall provide any splitters used for line splitting. To implement line splitting, CLEC may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in this Appendix.

- (3) Appendix Pricing – has been Amended to add pricing associated with Appendix HFPL and is attached hereto, as amended, in its entirety as (Attachment B).
- (4) The Subject Index has been amended to reflect the foregoing amendments to the Interconnection Agreement and is attached hereto in its entirety as (Attachment C).
- (5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (6) EXCEPT AS MODIFIED HEREIN OR TO THE EXTEND THERE IS A CONFLICT BETWEEN THIS AMENDMENT AND ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT, THE TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof. Where there is a conflict between the language of this Amendment and the terms and conditions of the underlying Agreement, the language of this Amendment shall prevail.
- (7) This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2001, by **SBC-13STATE**, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NEW EDGE NETWORK, INC. d/b/a NEW
EDGE NETWORKS

*NEVADA BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY,
ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY
INCORPORATED, MICHIGAN BELL
TELEPHONE COMPANY, THE OHIO BELL
TELEPHONE COMPANY, WISCONSIN
BELL, INC. D/B/A AMERITECH
WISCONSIN

By: SBC Telecommunications, Inc., its
Authorized agent.

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____

Title:_____
(Print or Type)

Title: President - Industry Markets

Date:_____

Date:_____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Nevada Bell Telephone Company, Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights contained in the Interconnection Agreement. Nevada Bell Telephone Company, Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition*

Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the “ISP Intercarrier Compensation Order.”) By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Nevada Bell Telephone Company, Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Nevada Bell Telephone Company, Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.